



King County

Finance and Business Operations Division
Procurement and Contract Services Section
Department of Executive Services

CNK-ES-0340
3rd Floor
401 5th Avenue
Seattle, WA 98104

206-263-9400
206-296-7676 Fax
TTY Relay: 771
www.kingcounty.gov

VENDOR:
SITECORE USA INC
58 MITCHELL BLVD
SAN RAFAEL, CA 94903

SHIP TO

KC DEPT OF EXECUTIVE SERVICES
INFOR SVCS/TELECOMMUNICATIONS,
700 5TH AVE, KEY-ES2300
SEATTLE, WA 98104-5002
United States

BILL TO

KC DEPARTMENT OF EXEC SERVICES
ACCOUNTS PAYABLE, 3RD FL
401 5TH AVE, CNK-ES0320
SEATTLE, WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
321292	2	1

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACK SLIPETS, CREDITORS AND CORRESPONDENCE RELATED TO THIS ORDER.

CREATION DATE	BUYER
26-JAN-06	K, Hilliard

DATE OF REVISION	BUYER
09-MAY-08	K Hilliard

ORDER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA
	30473	Net30days	Paid	Destination	BEST WAY

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
BJARNE HANSEN (415) 444-0727	

LINE	PART NUMBER - DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	Extension #2 to extend the contract for an additional year. All terms and conditions remain unchanged. Purchase Agreement Effective From: 18-MAY-06 To: 17-MAY-09	Amount Agreed:					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required Invoice Information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description, and Unit Price as stated on the purchase order, may result in payment delays.

ACCEPTANCE:

This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

DR Lynch
Authorized signature



King County

Finance and Business Operations Division
Procurement and Contract Services Section
Department of Executive Services

EXC-FI-0871
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598

206-684-1681
206-684-1470 Fax
TTY Relay: 711
www.metrokc.gov

VENDOR:

SITECORE USA INC
58 MITCHELL BLVD
SAN RAFAEL, CA 94903

SHIP TO

KC DEPT OF EXECUTIVE SERVICES
INFOR SVCS/TELECOMMUNICATIONS,
700 5TH AVE, KEY-ES2300
SEATTLE, WA 98104-5002
United States

BILL TO

KC DEPARTMENT OF FINANCE
A/P, EXCHANGE BLDG, 8TH FL
821 2ND AVE, EXC-ES0875
SEATTLE, WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
321292	1	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER		
CREATION DATE	BUYER	
26-JAN-06	K, Hilliard	
DATE OF REVISION	BUYER	
31-MAY-07	K Hilliard	

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA			
	30473	Net30days	Paid	Destination	BEST WAY			
CONFIRM TO / TELEPHONE BJARNE HANSEN			REQUESTOR / DELIVER TO (415) 444-0727					
LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T	
	Extension #1 to extend the contract for an additional year. All terms and conditions remain unchanged. Purchase Agreement Effective From: 18-MAY-06 To: 17-MAY-08							
		Amount Agreed:						
SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.					Required Invoice Information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description, and Unit Price as stated on the purchase order, may result in payment delays.		ACCEPTANCE: This purchase order expressly limits acceptance to the terms and conditions stated herein.	
					TOTAL			
							Authorized signature	



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VENDOR:

SITCORE USA INC
58 MITCHELL BLVD
SAN RAFAEL, CA 94903

SHIP TO

KC DEPT OF EXECUTIVE SERVICES
INFOR SVCS/TELECOMMUNICATIONS,
700 5TH AVE, KEY-ES2300
SEATTLE, WA 98104-5002
United States

BILL TO

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A/P, EXCHANGE BLDG, 8TH FL
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SEATTLE, WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
321292	0	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, OPTIONS AND CORRESPONDENCE RELATED TO THIS ORDER		
CREATION DATE	BUYER	
26-JAN-06	K Hilliard	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO. 30473	PAYMENT TERMS Net30days	FREIGHT TERMS Paid	F.O.B. Destination	SHIP VIA BEST WAY
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CONFIRM TO / TELEPHONE BJARNE HANSEN	(415) 444-0727	REQUESTOR / DELIVER TO
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LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	<p>THIS CONTRACT AGREEMENT ESTABLISHES THE TERMS, CONDITIONS, AND PRICING BETWEEN KING COUNTY AND [THE CONTRACTOR] SITCORE USA INC IN ACCORDANCE WITH RFP 05-104KAH & CONTRACT 321292 FOR WEB CONTENT MANAGEMENT.</p> <p>THIS PURCHASE CONTRACT AGREEMENT 321292 IS NOT THE AUTHORITY FOR ORDERING GOODS AND SERVICES.</p> <p>STANDARD PURCHASE ORDERS REFERENCING THE CONTRACT AGREEMENT NUMBER #321292 WILL BE ISSUED BY PROCUREMENT TO AUTHORIZE PURCHASE AND PAYMENT OF GOODS.</p> <p>ALL INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER TO AVOID DELAY IN PAYMENT.</p> <p>Purchase Agreement Effective From: 18-MAY-06 To: 17-MAY-07</p>						
		Amount Agreed:					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required Invoice Information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description, and Unit Price as stated on the purchase order, may result in payment delays.

ACCEPTANCE:
This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL
<i>DR Leach</i> Authorized signature

5/23/2006 8:15 PAGE 002/003 Fax Server KING COUNTY



Contract Title: **WEB CONTENT MANAGEMENT**

Buyer: Kathleen Hilliard, Kathleen.hilliard@metrokc.gov
206-263-4274

Senior IT Contracts Specialist: Marilyn Pritchard
marilyn.pritchard@metrokc.gov, 206-205-1495

Contract Number:	<u>321292</u>	Contractor:	<u>Sitecore USA, Inc.</u>
Federal Tax ID:	<u>30-0262390</u>	Requesting Dept.:	<u>OIRM/ITS</u>
Amount:	<u>Not to Exceed \$250,000</u>	Fund Source:	<u>3781/2800/56742</u>
Duration:	<u>May 12, 2006</u>	To:	<u>May 31, 2011</u>
		RFP Number:	<u>05-104KAH</u>

The Contractor shall be responsible for providing training, direction, and expertise that will enable King County to achieve its goals for the County Web Content Management System (WCMS) project.

The project is intended to set the foundation for a content management system that can be used across the King County enterprise by all agencies. To achieve this goal the project implementation shall include a County pilot agency, followed by three to six additional County agencies, top-level navigation, news, and information pages. The project must also provide an updated graphic design for the main templates, as well as the development, staging and production deployment on King County's Internet Web site.

Work Provided: _____

12th CONTRACT May 10/06

THIS CONTRACT, made this ~~27th~~ Day of ~~APRIL~~, 2006, by and between King County, Washington, a home rule charter county and a political subdivision of the State of Washington (hereinafter "County") and Sitecore USA, Inc. with its principal place of business at 58 Mitchell Blvd, San Rafael, California 94903 (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused Contract documents for:

Contract No.: 321292

Contract Title: WEB CONTENT MANAGEMENT

to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly Provide the goods and Services in a timely manner and that its Proposal includes all of the functions and features required for the goods and Services; and

WHEREAS, the County has accepted the Contractor's offer to provide the goods and Services in accordance with the Contract's terms, Scope of Work and Proposal documents;

WHEREAS, by executing this Contract, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract documents was mutually negotiated by the parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods and Services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the County agrees to pay the Contractor the Contract price Provided herein for the supply of the goods and Services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence; [1] Contract Amendments; [2] the Contract Document which includes: Definition of Words and Terms, Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements, Scope of Work, Attachments A) Contractor Registration Form, B) Contract Price, C) Equal Benefits "Declaration" Form, D) Personnel Inventory Report, E) Affidavit and Certificate of Compliance, F) Contractor's Insurance Forms, M) Consultant Disclosure Form, N) 504/ADA Assurance of Compliance, O) Source Code Escrow Agreement, P) Software Upgrade Agreement, Q) Software Licensing Agreement, R) Non-disclosure Form, S) Software Support Agreement, Exhibit B) Requirements and [3] RFP Addenda; [4] Request for Proposals; [5] Best and Final Offer; [6] the proposal.

SITECORE USA, Inc.

ACCEPTED BY:



Authorized Signature
BJARNE K. HAUSEN, PRESIDENT
Name and Title (Print or Type)

Date Accepted: 04-27-06

KING COUNTY APPROVED BY:



Signature
Gary Lemmer, Assistant Division Manager
Name and Title (Print or Type)

Date Accepted: 5/12/06

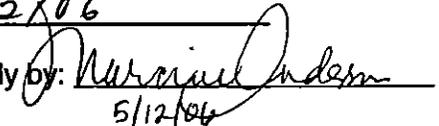
Approved as to form only by: 
5/12/06

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ATTACHMENTS:

- A) Contractor Registration Form,
- B) Contract Price
- C) Equal Benefits “Declaration” Form
- D) Personnel Inventory Report
- E) Affidavit and Certificate of Compliance
- F) Contractor’s Insurance Forms;
- M) Consultant Disclosure Form
- N) 504/ADA Assurance of Compliance
- O) Source Code Escrow Agreement
- P) Software Upgrade Agreement
- Q) Software Licensing Agreement,
- R) Non-disclosure Form
- S) Software Support Agreement

EXHIBITS:

- Exhibit B - Revised Proposer Response Template

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of the County's determination that the Contractor's Work has been completed and the Software has performed in accordance with the Contract.

Administrative Change: Documentation provided by County to Contractor, which reflects internal King County procedures not affecting the Contract terms or Scope of Work.

Buyer: Individual designated by the County to conduct the Contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during Contract performance.

Change Documentation: A written document agreed upon by Project Managers, which if it creates a material change to the Contract term or Scope of Work shall be executed as an Amendment.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or scope of work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the Work under the Contract as set forth on Page i of this document.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Services or Work under the Contract.

Cost Analysis: The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Day: Calendar Day.

Documentation: Technical publications relating to the use of the Software or Services to be Provided by Contractor under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to the County.

Enhancement: Technical or functional additions to the Software to improve Software Functionality and/or operations. Enhancements are delivered with new releases of the Software.

Error: An unanticipated Software problem resulting in program behavior not following the Software's logical design and/or Contractor's Documentation.

Final Acceptance: The point when King County acknowledges that the Contractor has provided Software that performs in accordance with the Contract and the Pilot performs as specified in the Contract.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Previous Sequential Release: A release of Software for use in a particular operating environment that has been replaced by a subsequent release of the Software in the same operating environment. Contractor shall support a Previous Sequential Release. Multiple Previous Sequential Releases may be supported at any given time.

Price Analysis: The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration. This Contract may be part of a larger County project.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

Scope of Work or Statement of Work (SOW): A section of the Contract consisting of written descriptions of Services to be performed, or the goods to be provided or the technical requirements to be fulfilled under this Contract contained within Scope of Work Section.

Services: The furnishing of labor, time or effort by a Contractor, including support consulting but not involving the delivery of any specific manufactured goods.

Software: All or any portion of the then commercially available version(s) of the computer Software programs and Enhancements thereto, localized versions of the computer Software programs and Enhancements thereto, and Documentation delivered by Contractor to the County.

Software Extensions: A modification to the standard panels, screens, workflow processing that are made by King County without changes to the source code.

Source Code: Means computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

System Integration: The installations and operations of all hardware, Software and communications components so that they function as a complete operational environment and in conjunction with each other as specified in the Contract.

Upgrade: Subsequent releases of the Software and Documentation. Includes all published revisions to the Documentation and copies of the new release of the Software, which are not designated by Contractor as new products, i.e. version 5.2 to 5.3 and new major version upgrades, i.e. version 5.2 to 6.0... Includes, patches, minor updates and enhancements.

Virus: Software code that is intentionally and specifically constructed for the purpose of destroying, interrupting or otherwise adversely impacting other code or data in a computer, such as replicating itself or another program many times without any useful purpose.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all Custom Applications/Software when developed by the Contractor, and Services specified under this Contract, including Contract Changes and settlements. Development of Software and

implementation of Software performed by the County with the assistance of the Contractor is not considered Work.

SECTION 1 - STANDARD CONTRACTUAL TERMS AND CONDITIONS

1-1 Administration

This Contract is between the County and the Contractor who shall be responsible for providing the Work described herein. The County is not party to defining the division of Work between the Contractor and its Subcontractors, if any, and the Scope of Work has not been written with this intent.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform Work hereunder. Such personnel shall not be current or former employees of the County without the written approval of the County. Any current or former County employee who is involved, or becomes involved, in the performance of the Contract shall be disclosed; and the County shall determine whether conflicts of interest or ethical violations exist under the circumstances.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for response.

1-2 Contract Changes

No oral order or conduct by the County shall constitute a Contract change. Both parties shall agree to contract changes in writing.

If any Contract change causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, an equitable adjustment in the Contract price, the project schedule, or both shall be made and the Contract and all related purchase orders(s) modified and agreed to in writing by both parties. Every contract change may require a Cost/Price Analysis to determine the reasonableness of the proposed adjustments to Contract price or schedule. Contract changes do not require notice to sureties by County.

1-3 Cost or Price Analysis

The County may require Cost or Price Analysis, contract changes, terminations, and revisions to contract requirements or other circumstances as determined by the County.

1-4 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop Work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor shall be paid its costs, including necessary and reasonable Contract closeout costs and profit on that portion of the Work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the

County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract, applicable laws and regulations.

B. Termination for Default

If the Contractor does not deliver Work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A Notice to Cure shall be served on the Contractor by certified mail (return receipt requested) or delivery service capable of providing a receipt. The Contractor shall have ten (10) Days to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination;
3. The Contractor shall only be paid for Work delivered and Accepted, or Work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County shall be liable only for payment in accordance with the terms of this Contract for Services rendered prior to the effective date of termination; and,
2. The Contractor shall be released from any obligation under this contract or a related Purchase Order to Provide further Work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

1-5 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, or shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any other cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

1-6 Washington State Sales Tax

The County shall make payment directly to the State for all applicable State sales taxes in case the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

1-7 Taxes, Licenses, and Certificate Requirements

This Contract and any of the Work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or Services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

1-8 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. An assignment shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

1-9 Indemnification and Hold Harmless

A. Patent and Copyright Indemnity

The Contractor shall protect, indemnify, defend and save harmless the County from any and all claims or lawsuits alleging a violation of a third party's copyright or patent rights. So long as the County gives Contractor prompt notice of any infringement claim brought against the County regarding the Software and the County gives Contractor information, reasonable assistance, and sole authority to defend or settle any infringement claim, then,

in the defense or settlement of an infringement claim, Contractor shall, in its reasonable judgment and at its option and expense: (i) obtain for the County the right to continue using the Software; (ii) replace or modify the Software so that it becomes noninfringing while giving equivalent performance; or (iii) if Contractor cannot obtain the remedies in (i) or (ii), the parties may proceed to a court of competent jurisdiction to determine the amount of fees that shall be returned to the County. Contractor shall have no liability to indemnify or defend the County to the extent the alleged infringement is based on: (i) a modification of the Software the County or others authorized by the County but not by the contractor; or (ii) use of the Software other than in accordance with the Documentation. If the County is required to defend itself or enter into a settlement agreement due to Contractor's failure to defend, Contractor shall indemnify the County for its costs and expenses as well as any judgment entered against the County.

B. Indemnification For All Other Actions

Contractor shall protect, defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages for injuries to Persons and/or damage to tangible property, arising out of or in any way resulting from the acts or omissions of the Contractor its officers, employees and/or agents. Contractor's indemnification obligation shall include but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor expressly waives by mutual negotiation, with respect to the County only, all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event the County incurs any costs including attorneys' fees to enforce the provisions of this subsection, all such costs and fees shall be recoverable from the Indemnitor.

C. Limitation of Liability

Except for the County's intentional and willful violations of Contractor's intellectual or proprietary rights, which can be attributed to the County management, and injuries to persons by either party, neither party shall be liable for any indirect, incidental, special or consequential damages, including but not limited to lost data or profits, however arising, even if it has been advised of the possibility of such damages. Excluding damages incurred under the paragraphs A and B, either party's liability for damages to the other under this Contract shall be limited to (2 X times) the total value of the Sitecore Software outlined in Attachment B. The parties agree to the allocation of liability of risk set forth in this subsection.

1-10 Applicable Law and Forum

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract may only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

1-11 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

B. Contingent Fees and Gratuities

By entering into this Contract to perform Work, the Contractor represents that:

1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

1-12 **Disputes, Claims and Appeals**

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date in which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent alternative dispute resolution or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

1-13 **Mediation and Arbitration**

Nothing in this subsection precludes any party from seeking relief from King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an

amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be resolved by arbitration, and judgment upon the award rendered by the arbitrator may be entered in either King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle.

1-14 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

1. Federal, state or County auditors shall have access to Contractor's and its Subcontractors' records for the purpose of inspection, Cost or Price Analysis, audit or other reasonable purposes related to this Contract. Federal, state or County auditors shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor shall Provide proper facilities for such access, inspection and copying.
2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Audits shall be conducted in accordance with generally accepted auditing principles and/or federal, state or County audit procedures, laws or regulations. The Contractor shall fully cooperate with the auditor(s).
3. If an audit is commenced more than sixty (60) Days after the date of final payment for Contract Work, the County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

C. Proof of Compliance with Contract

The Contractor shall, upon request, provide the County with satisfactory documentation of the Contractor's compliance with the Contract.

In addition, the Contractor shall permit the County, and if federally funded, the FTA and the Comptroller General of the United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

1-15 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

1-16 Recycled Products Policy

The County promotes the purchase and utilization of recycled material and products where available. Recycled material means material and byproducts, which have been recovered or diverted from solid waste disposal for the purpose of recycling. It does not include those materials and byproducts generated from, and commonly reused within, an original

manufacturing process. In the event of similar pricing, availability and other factors affecting the solicitation, preference may be given to products containing recycled material.

Ref: KCC 10.14

1-17 Conflicts of Interest - Current and Former Employees

The County seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former County employees in transactions with the County. Consistent with this policy, no current or former County employee may contract with, influence, advocate, advise, or consult with a third party about a County transaction, or assist with the preparation of Proposals submitted to the County while employed by the County or within one (1) year after leaving the County's employment, if he/she participated in determining the Work to be done or process to be followed while a County employee.

Contractors who anticipate contracting with the County shall identify at the time of offer, such current or former County employees involved in preparation of proposals or the anticipated performance of the Work if awarded the Contract. Failure to identify former County employees involved in this transaction may result in the County's denying or terminating this Contract. In addition, after award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract

Ref: KCC 3.04.015C; 3.04.035B; 3.04.035D; 3.04.035E; 3.04035H1; 3.04.035H2.

1-18 NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. Nondiscrimination in Employment and Provision of Services.

During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to this Contract.

B. Nondiscrimination in Subcontracting Practices.

During the solicitation, award and term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

C. Compliance with Laws and Regulations.

The Contractor shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit discrimination.

Unfair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract.

D. Record-keeping Requirements and Site Visits.

The County may, at any time, visit the Project Site, Contractors' and subcontractors' offices to review records related to the solicitation, utilization, and payment to subcontractors and suppliers in compliance with Executive Order 11246 as amended by Executive Order 11375. This provision includes compliance with any other requirements of this Section. The Contractor shall provide all reasonable assistance requested by King County during such visits. The Contractor shall maintain, for six (6) years after completion of all work under this Contract, the following:

1. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payment to subcontractors and suppliers in this Contract.
2. The Contractor shall make the foregoing records available to King County for inspection and copying upon request. Any violation of the mandatory requirements of the provisions of this subsection shall be a material breach of contract, which may result in termination of this Contract or such other remedy as the County deems appropriate, including but not limited to damages or withholding payment.

E. Procedure Applicable when DBEs Are Utilized.

Concurrent with the use of any DBE subcontractor or supplier the Contractor shall provide notice of such use in writing to the King County Business Development and Contract Compliance Section (BDCC). Upon receipt of said notice, BDCC shall provide the Contractor with the applicable procedures for counting DBE participation. Assistance with this Section is available from BDCC at (206) 205-0700. Notice referenced herein should be delivered to the following address:

King County
Office of Business Relations and Economic Development
M.S. KCC-EX-0402
516 3rd Avenue, Room 550
Seattle, WA 98104-3271
Phone: 206-205-0700
Fax: 206-296-0194

1-19 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

1-20 Nonwaiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

1-21 Non-Discrimination in benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: www.metrokc.gov/finance/procurement/forms.asp

SECTION 2 - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

2-1 Execution of the Contract

The documents constituting the Contract between the County and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract documents, they shall take precedence as listed on the Contract, page i. The date the Contract is countersigned by the County is the Contract effective date. No other act of the County shall constitute Contract award. After Contract award, the County shall issue Purchase Orders detailing the Work to be performed.

The Contract may be executed in two counterparts, each of which shall be deemed an original and which shall together constitute one Contract.

2-2 Contract Term

The term of this Contract shall be five (5) years in one (1) year increments, commencing on the effective date of the Contract and subject to the termination provisions at subsection 1-4, Termination for Convenience/Default/Non-Appropriation. The Warranty Period begins at Final Acceptance for a period of twelve (12) months. The Software Upgrade Agreement runs from year to year unless terminated as described in this Contract. The maximum term for this Contract, consisting of the base period plus extensions, is five (5) years unless extended by written agreement signed by all parties, except that the Software License shall be perpetual.

2-3 Notices

All notices or Documentation required or Provided pursuant to this Contract shall be in writing and shall be deemed duly given when delivered to the addresses first set forth below.

For Project Management related notices or Documentation:

KING COUNTY	CONTRACTOR
Chris Richards, Finance Manager	Jesper Lykkegaard Nielsen, Project Manager
King County ITS	P5 Solutions, Inc.
700 5 th Avenue Suite 2300	65 Enterprise
Seattle, WA 98104	Aliso Viejo, CA 92656
206-205-1379	949.330.7020
chris.richards@metrokc.gov	jln@pentia.dk

For Contract related notices or Documentation contact:

Chris Richards, Manager Finance & Administrative Services	Bjarne Hansen, President
King County Seattle Municipal Tower	Sitecore USA, Inc.
700 5 th Avenue, Suite 2300	58 Mitchell Blvd.
Seattle, WA 98104	San Rafael, CA 94903

chris.richards@metrokc.gov	bkh@sitecore.net
IT Technology Contract Specialist Marilyn Pritchard	Thomas Albert, Senior Partner P5 Solutions, Inc. 65 Enterprise Aliso Viejo, CA 92656
(206) 205-1495	949.330.7020
marilyn.pritchard@metrokc.gov	ta@pentia.dk

2-4 Payment Procedures

A. Invoices

The Contractor for Work Accepted by the County shall furnish invoices to:

King County ITS Accounts Payable
Seattle Municipal Tower
700 5th Avenue, Suite 2300
Seattle, WA 98104-1598

Important – When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery Accepted by the County. All invoices shall include the following information: purchase order number, requester's name and phone number, date of invoice, invoice number and invoice total. For each item in the Contract provide the: item number, quantity, description, contract price and when applicable provide the manufacture, list price and discounts. For Services identify from the bid, either milestone Acceptance or hourly rates, hours worked, total hours or related fees.

FAILURE TO COMPLY WITH THESE REQUIREMENTS OR TO PROVIDE AN INVOICE IN CONFORMANCE WITH THE CONTRACT MAY DELAY PAYMENT.

B. Payments

Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the Invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State Sales use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to Washington, or the County will make payment directly to the State.

C. Subcontractor Prompt Payment

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its subcontract no later than ten (10) Days from the receipt of each payment the Contractor receives from the County.

2-5 Advance Payment Prohibited

No advance payment shall be made for the Work furnished by Contractor pursuant to this Contract.

2-6 Purchase Orders

Purchase orders shall be issued referencing this Contract number. Purchase order(s) shall define and authorize the Work by the Contractor based on the prices contained in Attachment B. The purchase orders issued by the County may reflect agreed to modification of Contract terms, funding or other matters subject to subsection 1-2, Contract changes.

2-7 Pricing

Unless otherwise specified in Attachment B, prices shall remain firm for the duration of this Contract. Sixty (60) calendar days prior to December 31, 2008, Parties will review the current prices specified for Future Services and Training Services and determine if revising the pricing is considered fair and reasonable to the satisfaction of King County for any remaining years under this Contract. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. Any agreed-to change shall take effect at the time of the Contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes. Per diem rates shall be as described in Attachment B but in no event more than King County Code (KCC) 3.24.

2-8 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County shall reject requests for additional compensation for freight charges.

2-9 Cost Mark-Up

Contractors shall not mark up Subcontractor costs and other direct costs. The cost for Subcontractor management shall be segregated into a single cost item and included as a separate task in Attachment B.

2-10 Direct Costs Related to Additional Work

Direct costs for additional Work, unless specified in Attachment B, shall be billed at cost without markup.

Reimbursement of Contractor travel, lodging and meal expenses are limited to the eligible costs based on the rates and criteria established in King County Code, chapter 3.24.

- A. The mileage rate allowed by King County shall not exceed the current Internal Revenue Services (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during Work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If a Person does not request government rates, he/she maybe Personally responsible for the difference. Please reference the IRS web site for current rates. <http://www.irs.gov/>.
- B. Reimbursement for meals, shall as described in Attachment B but in no event more than the per diem rates established by Federal travel requisitions for the host city in the code of Federal Regulations, 41 CFR § 301,App.A.
- C. Accommodation rates shall not exceed the Federal Lodging limit plus host city taxes. The Contractor shall always request government rates.

- D. The direct costs contained in A, B and C above shall only be authorized by the County Project Manager for Contractor staff living beyond commuting distance, normally considered to be for the travel beyond 100 miles of 821 Second Avenue, Seattle, WA.
- E. Parties agree that no costs for air travel will be charged to the County for the Work and Training described in Section 4, further see exhibit B. If, at any time during the duration of this Contract, the County determines that additional work may require the payment of air travel, air travel shall be by coach class at the lowest price available at the time the County Project Manager requests a particular trip. In general, a trip is associated with a particular Work activity of limited duration and only one round-trip ticket, per Person, shall be billed per trip.
- F. Cost for equipment, materials and supplies, such as approved equipment rental; telephone, telegraph and cable expenses; reproduction costs including blueprinting, photographing, telecopying, mimeographing, photocopying and printing; express charges; commercial printing, binding, art Work and models; and, computer programming and data entry costs shall be billed without markup.
- G. Authorized subcontract Services; Provided that the limitations set forth in the above paragraphs shall be applicable to such subcontract Services.
- H. Other direct costs, not listed above, may be billed if the County has given prior approval.
- I. Receipts required for purchases \$10 and over, not including meals.

2-11 Acceptance Process

King County may give iterative acceptance of performance for the Work accomplished either by phase or deliverables as specified in Section 4, Scope of Work. The County will give "notice of completion" of Work related to a specific deliverable following the completion of all such Work in accordance with the payment schedule and requirements in the Contract.

2-12 Final Acceptance Process

King County will provide a notice of final acceptance to the Contractor upon acknowledgement that the Contractor has provided Software that performs in accordance with the Contract and the Pilot performs as specified in the Contract.

2-13 Warranty Provisions

- A. No Waiver of Warranties and Contract Rights. Conducting of tests and inspections, review of Scope of Work or plans, payment for Work and Software, or Acceptance or Final Acceptance of the Work by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty/guarantee responsibility.
- B. Warranty Term. The Contractor warrants that the Work and Software performed under this Contract shall be free from significant defects in material and workmanship, and shall conform all requirements of this Contract, for a period of twelve (12) months from date of Final Acceptance of such Work by the County. Any Work corrected shall be subject to this subsection to the same extent as the Work initially provided.

Development and implementation performed by the County with the assistance of the Contractor is not applicable to this warranty.

- C. Warranty Applicable to Third Party Suppliers, Vendors, Distributors and Subcontractors. The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the County by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and Subcontractors. Such inconsistency or difference shall not excuse the Contractor's full compliance with its obligations under this Contract. The Contractor shall cooperate with the County in facilitating warranty related Work by such suppliers, vendors, distributors and Subcontractors.

2-14 Express Warranties for Services

- A. Contractor warrants that the Services shall in all material respects conform to the requirements of this Contract.
- B. Contractor warrants that the Services shall be performed in a timely and professional manner by qualified professional personnel with in-depth knowledge; and that the Services shall conform to the standards generally observed in the industry for similar Services.
- C. Contractor warrants that the Services shall be in compliance with all applicable laws, rules and regulations.
- D. Contractor warrants that the performance of the Services and any Software Provided is free from intentional Viruses, disabling code or other intentional programming defects. Prohibited intentional programming defects include, but are not limited to, features such as "backdoor shutdown mechanisms", "time bombs", "automatic unauthorized connection to outside systems", programming that responds to or Provides information to outside systems' "pinging", and features that can "retire", "shut down", "cripple" or "stop" the Software. Contractor further warrants that neither the Software alone or through contact with the Contractor is capable of electronic self-help that may deprive the County of the use of the licensed Software.

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2-15 Express Warranties for Software

- A. Software - Contractor warrants that on the date of Final Acceptance of the Pilot, the Software provided hereunder shall be free from significant programming Errors and when used in accordance with user manuals shall operate and conform to the Scope of Work and Exhibit B, performance capabilities, functions and other descriptions and standards as identified in this Contract and all supplemental information Provided by Contractor.
- B. Contractor warrants that it has full power and authority to license or sublicense the Software to the County without the consent of any other Person.

- C. Contractor warrants that the performance of the Services related to the Software and the licensed use of the Software by County as permitted by this Contract, including copying, shall not in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or other right of any third party.
- D. Contractor warrants that the Software, the License to the County to use the Software, instructions for use of the Software and the performance by Contractor of the Services, shall be in compliance with all applicable laws, rules and regulations.
- E. Contractor warrants the tapes, CD's, DVD's or other media delivered to the County to be free of defects in materials and workmanship under normal use for sixty (60) Days from the date of receipt by the County.
- F. Contractor warrants that the Software provided is free from intentional Viruses, disabling code or other intentional programming defects. Prohibited intentional programming defects include, but are not limited to, features such as "backdoor shutdown mechanisms", "time bombs", "automatic unauthorized connection to outside systems", programming that responds to or Provides information to outside systems' "pinging", and features that can "retire", "shut down", "cripple" or "stop" the Software. Contractor further warrants that neither the Software alone or through Contract with the Contractor is capable of electronic self-help that may deprive the County of the use of the licensed Software.
- G. Contractor warrants that future Upgrade or Software releases shall not degrade the Software or cause a breach of any other warranty.
- H. The Contractor warrants Functionality as described in the Scope of Work and Exhibit B and represents that the configuration identified in the Contract document has been specifically selected and designed for the County as being an operationally efficient integration of hardware, Software and Services.
- I. Contractor shall be responsible for providing and implementing a Software that meets the Exhibit B successfully integrate the Software into the existing system environment of the County and meets the functional requirements as specified in this Contract.

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2-16 Warranty Remedies

- A. If at any time during the twelve (12) Month period immediately following Final Acceptance of any Work covered by this Contract, Contractor or the County discovers one or more material defects or Errors in the Work or any other aspect in which the Work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) Days of notification of the defect by the County, correct the defect, Error or nonconformity by, among other things, making additions, modifications or adjustments to the Software as may be necessary to keep the Software in operating order in conformity with the warranties herein. Development and implementation performed by the County with the assistance of the Contractor is not applicable to the Warranty Remedies.

- B. During the sixty (60) Day media warranty period, the County may return defective media to Contractor and it shall be replaced without charge to the County.
- C. In order to qualify for remedial action under these warranties, the County shall report a warranty failure to the Contractor in writing within thirteen (13) Months from the date of Final Acceptance. The Contractor shall not be responsible for remedial action under this warranty to the extent the failure to meet the warranty is caused by modification to the product(s) by the County or anyone other than the Contractor or its Subcontractors, unless under Contractor's or its Subcontractor's direction.
- D. Notice Required. The County shall give written notice of any significant defects to the Software to the Contractor. If the Contractor has not corrected defect within thirty (30) Days after receiving the written notice, the County, in its sole discretion, may request assisted access to correct the defect within five (5) Days. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case, the County shall charge-back the cost for such warranty repair to the Contractor, the maximum of (2 X times) the total value of the Sitecore Software outlined in Attachment B.
- E. The Contractor is responsible for all costs of repair or replacement in order to restore the Work to the applicable Contract requirements or Scope of Work, including shipping charges, for Work found defective within the warranty period, regardless of who actually corrects the defect, the maximum of (2 X times) the total value of the Sitecore Software outlined in Attachment B.

2-17 Defective Work

Prior to Final Acceptance, when and as often as the County determines that the Work, furnished under the Contract is not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) Days of receiving such written notification, the Contractor shall supply the County with a detailed, written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. The County may reject or accept this plan at its discretion. If the County rejects the plan the Contractor may be determined to be in material default of the Contract. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

2-18 Software Warranty Process

During the warranty period, Software support shall be as described in the Support Agreement, Attachment S.

2-19 Software - Upgrade Agreement

After the Warranty period, Software upgrades shall be as described in the Upgrade Agreement, Attachment P.

2-20 Patents, Copyrights and Rights in Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other Work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page, (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

2-21 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW.

2-22 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the express written approval of the County.

2-23 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

2-24 Public Disclosure Requests

Contracts shall be considered public documents and, with exceptions provided under public disclosure laws, shall be available for inspection and copying by the public.

If a Contractor considers any portion of the Work, including Software, data and related materials, delivered to the County to be protected under the law, the Contractor shall clearly identify each such item with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If

a request is made for disclosure of such item, the County shall determine whether the material should be made available under the law. If the material or parts thereof are determined by the County to be exempt from public disclosure, the County shall not release the exempted documents. If the material is not exempt from public disclosure law, the County shall notify the Contractor of the request and allow the Contractor ten (10) Days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County shall release the item deemed subject to disclosure. By signing this Contract, the Contractor assents to the procedure outlined in this subsection and shall have no claim against the County on account of actions taken under such procedure.

2-25 Board of Ethics Disclosure Requirement

Pursuant to King County code 3.04.120, the Consultant shall file a Contractor Disclosure Form with the Board of Ethics and the King County Executive, attached hereto as Attachment M.

2-26 No Prototype Components

All hardware, Software and Work, shall be in production and be used by customers comparable to the County at the time of the Contract effective date. Test or prototype items shall be clearly identified as such. A sufficient inventory of the Work shall be available to meet delivery requirements.

2-27 Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract. Before final payment is made on this Contract, the Contractor shall, if requested by the County, furnish acceptable proof of a proper release from all such fees or claims.

2-28 Design Defects

The County shall declare a design defect in the event that the Software **and/or the Work** agreed to in this Contract does not meet the County requirements. The County shall notify the Contractor of the defect in writing; the Contractor shall provide a modification, redesign or a plan to correct the defect within thirty (30) Days of receipt of the notification.

Period and terms for corrected items shall be the same as for the initial items purchased under this Contract. An extended Warranty on items determined to be design defects shall have the same term as the original warranty. This extended warranty shall begin on the correction of the defect.

If repairs or modifications made necessary by design defects are not completed for an extended period of time, the extended period of the lack of correction shall not be considered in computing the warranty end date. The same warranty shall remain in effect until a correction is implemented.

2-29 Changed Requirements

New Federal, State and County laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through subsection 3-2 Contract changes.

2-30 Counterparts

This Contract may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Contract.

2-31 Escrow Agreement

A source code escrow agreement in substantially similar form as set forth in Attachment O shall be executed as part of this Contract.

The Contractor shall maintain a current copy of the program source code with all future updates, improvements, additions and modifications.

In the event that the contractor ceases to support the programs, the escrow agent shall furnish King County, at no cost to the County, a copy of the relevant escrowed material as defined in the Escrow Agreement Attachment O. Any escrowed material furnished under this provision shall be considered licensed subject to the terms of this Contract.

2-32 Software License

Subject to the terms and conditions set forth in this Contract and the Software License Agreement, Attachment P, including payment of the license fees by County to Contractor, Contractor hereby grants to County a perpetual, non-exclusive, non-transferable license to use the Software, including any Software and source code released pursuant to the Escrow Agreement, Attachment O, as well as any Documentation and training materials.

2-33 Bug Status Reports

The Contractor shall Provide bug status reports specifying all known outstanding bugs in the current version of the Software. The initial bug status report shall accompany the Software when delivered. Subsequent reports shall be Provided Monthly or as agreed to by the County Project Manager.

2-34 Enhancements, Upgrades, Replacements and New Versions of Software

- A. The Contractor agrees to Provide to the County, at a price established in this Contract, prior to, and during installation and implementation of the system any Software/firmware Enhancements, upgrades and replacements which the contractor initiates or generates.
- B. As long as the County has a Software Upgrade Agreement for the Software, the Contractor provides the County private web-based access to view and download any and all available versions of the Software to which the County has a license. The Contractor shall provide free Updated Documentation in the form of new revision manuals or changed pages to current manuals consistent with the original Documentation supplied and reflecting the changes included in the new version of the Software. The Contractor shall Provide Bug Status Reports specifying all known, outstanding bugs in the new Software versions. The information shall be Updated periodically as new information and Work-around become known. The Contractor shall also Provide free installation instructions, procedures and any installation program required by the installation.

2-35 HIPAA – Protecting Patient Privacy

The work under this Contract will require compliance with “The Health Insurance Portability and Accountability Act of 1996” (HIPAA). Information on this Act can be found at the Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

SECTION 3 - INSURANCE REQUIREMENTS

3-1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the County received notice at least 45 Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor shall, upon demand of the County, deliver to the County all such policy of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.
- C. Failure to Provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/ Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

3-2 Insurance Requirements

- A. The Contractor shall obtain and maintain the minimum insurance set forth below.
By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent Provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.
For all coverages:
Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, Errors and omissions when required, may be acceptable on a "claims made" form.
If coverage is approved and purchased on a "Claims made" basis, the contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.
- B. Minimum Scope of Insurance
Coverage shall be at least as broad as:

1. General Liability: Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.
2. Automobile Liability: Insurance Service form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.
3. Professional Liability: Professional Liability, Errors and Omissions coverage.
4. In the event that Services pursuant to this Contract either directly or indirectly involve or require professional Services, Professional Liability, Errors and Omissions coverage shall be Provided.
5. Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.
6. Employers Liability or "Stop Gap": The protection Provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection Provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, Personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Professional Liability, Errors and Omissions: \$1,000,000 per Claim and in Aggregate.
4. Workers' Compensation: Statutory requirements of the state of residency.
5. Employers Liability Stop Gap: \$1,000,000.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

E. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. Liability Policies: The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. **Use the above exact language on the Endorsement Form.**
2. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance

maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit the contractor in any way.

3. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages Provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

H. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

I. Endorsements

Additional Insured Endorsement must be included with insurance certificate. **The County requires this Endorsement to complete the Contract. CG 20 10 11/85 or its equivalent.**

SECTION 4 - SECTION - SCOPE OF WORK

4-1 Project Overview

The project is intended to set the foundation for a content management system that can be used across the King County enterprise by all agencies. To achieve this goal the project implementation shall include a County pilot agency, followed by three to six additional County agencies, top-level navigation, news, and information pages. The project must also provide an updated graphic design for the main templates, as well as the development, staging and production deployment on King County's Internet Web site.

4-2 Contractor Responsibilities

The Contractor shall be responsible for providing training, direction, and expertise that will enable King County to achieve its goals for the County Web Content Management System (WCMS) project. After each deliverable is completed, King County may determine to not continue to the next phase with the Contractor. If the County does not continue to the next phase or deliverables (see paragraph 4-5 Deliverables and Attachment B), this may not be considered a termination of the Contract as described in paragraph 1-4 herein.

The Contractor's main responsibilities shall be:

1. Assist in the development of a single pilot Web site available in a staging environment, with full publishing capabilities to allow assessment of all major system features and evaluation of the quality of work provided by the Contractor,
2. The training, guidance and assistance in the development and deployment of initial site assets, and
3. The training, experience and knowledge transfer to enable King County to maintain and develop the system using King County's own resources provided those resources meet the prerequisite to become Certified Sitecore Developers and Administrators.

4-3 General Project Information

General County contact and project information is contained below:

Description	Value
Project Name	King County Web Content Management
Project Location	700 5 th Avenue, 59 th Floor Seattle, WA
<u>Estimated</u> Start Date	05/15/2006
<u>Estimated</u> Completion Date	12/31/2006
WCMS Project Manager	Shannon Layden shannon.layden@metrokc.gov
Product or Customer Manager	Ken Dutcher ken.dutcher@metrokc.gov

General Contractor contact information is contained below:

Description	Name
Technical Contact information for standard support services	To be provided upon Contract Execution. Name: Martin Knudsen Title: Senior Consultant Phone: 949.330.7020 Cell: 415.342.8802 Pagers: TBA E-mail: mk@p5solutions.net
Technical Contact information for emergency support services	To be provided upon Contract Execution. Name: Martin Knudsen Title: Senior Consultant Phone: 949.330.7020 Cell: 415.342.8802 Pagers: TBA E-mail: mk@p5solutions.net
Software Technical Support contact information	To be provided upon Contract Execution. Name: Martin Knudsen Title: Senior Consultant Phone: 949.330.7020 Cell: 415.342.8802 Pagers: TBA E-mail: mk@p5solutions.net

4-4 Project Information

A. Project Planning

At the beginning of each phase the WCMS project manager will provide the Contractor with a project plan detailing the deliverables, estimated effort, responsibilities, and schedule. The project plan may then be refined based on feedback from the Contractor. The project plan will be the basis for project activities within each phase.

B. Project Controls

Contractor shall assist the WCMS Project Manager in identifying and mitigating project risks and issues. These items shall be maintained on an ongoing basis and reported to the WCMS Project Manager for tracking as items are identified.

C. Project Status Meeting

During on-site development, Contractor shall meet on a regular basis (daily unless otherwise requested by the project manager) to review the status report with the WCMS Project Manager and other key project stakeholders to address any issues or risks. While assisting with development off-site, meetings can be conducted via conference call or other technology.

D. Project Status Reports

To accommodate auditing and project management requirements within King County, the Contractor shall provide the WCMS Project Manager with weekly reports while assisting with development. Reports shall include a description of tasks completed and time and materials that will be charged, with an accumulated total for the current phase.

4-5 Deliverables

A. Reviews

The Project Plan will include a feasibility review by the Contractor to ensure the Work and the Contractor can fulfill project requirements.

During the project phases, the Contractor shall provide the County with the opportunity to review interim deliverables where they assisted in development, to allow for rapid iterative design and development.

Following the completion of each deliverable, the County will have the option to not continue the Contract or revise the Scope of Work based on project outcomes.

B. Training

The Contractor shall provide structured on-site training at the County offices to up to eight members of the project team. The training shall include system administration and development. The County agrees to provide facilities computers and required software for training. This training shall result in qualified County developers who can independently develop the Work.

The training will include the following:

- Sitecore Certified Developer Training – Level 1
- Sitecore Certified Developer Training – Level 2
- Sitecore Administrator Training

In addition to structured training the Contractor will provide active hands-on training, knowledge transfer and mentoring throughout the project to ensure that County developers and server engineers are able to maintaining and develop the system proficiently.

C. Temporary Development/Staging and publishing environment

The Contractor shall guide and support the setup and configuration of a temporary development, staging and publishing environment to be used during the training, pilot, and initial development phase of the project. This environment will be replaced during a later phase with more robust hardware intended for production usage (see “G. Server Setup”, below).

D. Pilot site: Animal Services Site

During the Pilot Phase, The Contractor shall provide the County fully functional versions of the Sitecore software for evaluation, without limitations, at no cost for an estimated sixty (60) Days and no more than ninety (90) Days.

For the pilot, the Contractor shall assist King County in setting up initial templates, with examples of each type of content. The County will migrate content and metadata from the existing site. The Contractor shall direct this effort and ensure the process conforms to best-practice standards for the system. Templates, design and other components developed during this phase shall be re-usable for other County sites. The Contractor shall also assist in setting up an approval workflow for specified users. The Animal Services site will be migrated from our existing template. Template example: <http://www.metrokc.gov/oirm/services.aspx>

When the Animal Services pilot is complete the County will decide:

1. Whether to continue using Contractor’s services, and
2. Whether to purchase the Sitecore software

The Pilot website will consist of the following content types:

1. Home page
2. News release archive index for each year
3. News releases pages
4. Services pages
5. Pet care guides
6. FAQ
7. Feature stories
8. Section Site map
9. Other content
 - a. Contact us
 - b. About Us
 - c. Hours & locations
 - d. Volunteer info

Content, design direction, metadata requirements, and information architecture requirements will be provided by the County project team. The Animal Services pilot website will include all the existing page elements from the County template, including but not limited to breadcrumb navigation, hierarchical menus, print version for all pages, and section banner. The County will provide a complete version of this Web site in the new template for the Pilot.

Content, style sheets, metadata requirements, and information architecture requirements will be provided by the County project team. When completed, the pilot site shall look and feel the same as the existing template site without a noticeable change in performance or template layout, unless approved by the County.

When completed the pilot site shall also provide fully functional administration, workflow and publishing features.

Pilot site development and staging shall take place on a temporary development and staging server, while the publishing shall be enabled on a temporary target server.

E. Source files

The Contractor shall provide the County with all source, draft and final release files produced during the project, including but not limited to scripts, application files, templates, markup code, PSD files, media files, prototypes, planning documents, and all raw code.

F. Top level site

1. Top level pages

Top level pages consist of the home page, navigation pages (based on the existing County navigation taxonomy), news archive, news releases, and a service index. This will consist of no more than 15 unique page designs.

2. Redesign

The redesign will include a number of base templates that King County can then convert into XHTML or XSLT templates. The design phase will include three completely different look-and-feel prototypes based on specifications provided by the County. The selected look and feel, will then be applied to four different layouts (Sub-site home page, sub-site detail page, portal/navigation page, and King County home page) The redesign will require approval from the County. The Contractor shall provide high-quality, professionally designed prototypes or "mock-ups" that can be converted into WCMS templates.

G. Server setup

While onsite during top-level site development and agency site development, the Contractor will direct and assist in setting up a permanent staging and development environment that will follow Sitecore and the County security, scalability and performance best practices.

The Contractor will provide guidance, planning, training and assistance for setting up production environment, in preparation for the production deployment phase.

H. County sites (between three and six sites)

A number of other King County sites (up to six) have prepared their websites to be migrated to a WCMS. These sites have a clear hierarchy and have updated content. Converting these sites into a WCMS will be the last phase of development. It shall include configuring users, workflow, implementing a number of common templates (home pages, news, links, about, service description, etc.). King County will provide development, content migration, and configuration support. The Contractor shall provide assistance in this effort and a review for best practices.

I. System installation and configuration

The Contractor shall guide and support the County in installing and configuring the system on development, staging and production environments meeting County requirements for security, scalability and stability.

J. System testing

The Contractor shall assist the County in administering QA/Testing to ensure that all system components work properly and future scaling requirements can be met.

K. Production deployment

The Contractor will provide a final review of the County's system configuration, server architecture, and implementation to ensure that the implementation conforms to system best practices and standard recommended operation. The initial deployment shall consist of setting up the system and server architecture and publishing to the production servers. The Contractor shall provide assistance and hands-on support in the production deployment.

4-6 Project venues and conditions

A. On-site work

The Contractor will have one developer available on-site during specific phases (see section "1.10 Pricing" for estimated on-site development). Each on-site development block will be at least four continuous business days in duration.

The County will provide work area space with desks, chairs, and telephones for inter-office communication. Connections will also be available to enable access to the Internet and e-mail for on-site members.

The standard work day for on-site project development shall be between 8:00 AM and 5:00 PM. Monday through Friday, except for scheduled holidays.

Card-key or other building access will be provided to the Contractor's team members and shall be returned to appropriate County staff upon completion of the project.

B. Off-site work

The Contractor shall communicate frequently (daily at least) with King County project manager during active offsite development, and shall refer all project questions to the King County WCMS project manager unless otherwise specified.

The Contractor shall provide their own facilities to develop and test components and shall provide their own facilities to allow for reviews, feedback, and to track work requests.

4-7 Support

A. As-needed support during the project

From the beginning of the training until one month following the production deployment of the WCMS, the Contractor shall be available during business hours for as-needed support. The Contractor shall respond within 8 business hours to as-needed support request during the project.

B. Standard support after the project

After one month following the production deployment, the Contractor shall be available for as-needed support requests. The Contractor shall respond within 8 business hours to as-needed support request made during business hours. Each standard support event shall be charged for at least one hour.

C. Premium support

For production outages that require immediate attention, the contractor shall provide emergency communication channels that shall be available twenty-four (24) hours a Day seven (7) Days per week, with a guaranteed response time of one (1) hour. For emergency support the hourly rate shall be double that of standard support. Each premium support event shall be charged for at least one (1) hour.

ATTACHMENT B – CONTRACT PRICE

Pricing

For each phase, there are an estimated number of hours, and a maximum number of hours. The maximum number of hours for each phase can only be charged by agreement of the parties pursuant to the contract changes process.

Contractor Services Breakdown (est.)					
Phase	Est. Hrs	Max Hrs	Rate	*Max Per Diem	Max price
Training	40	40	\$128.00	\$880.00	\$ 6,000.00
Pilot (40 hours on-site, up to 25 hours off-site)	67	67	\$120.00	\$880.00	\$ 8,920.00
Final Acceptance shall apply to the Pilot					
Top level site, server setup (up to 3 weeks on-site).	80	120	\$120.00	\$ 3,118.00	\$17,518.00
Graphic/Web Design	60	80	\$120.00	\$ -	\$ 9,600.00
Agency Sites (location TBD)	40	60	\$120.00	\$880.00	\$ 4,800.00
Configuration & deployment (location TBD)	20	40	\$120.00	\$880.00	\$ 5,680.00
Additional off-site as-needed project support	40	80	\$120.00	\$ -	\$ 9,600.00
Follow up services and support (as needed).	30	50	\$150.00	\$ -	\$ 7,500.00
Emergency 24x7 follow-up services and support (as needed).	0	5	\$300.00	\$ -	\$ 1,500.00
Totals	387	547		\$ 6,638.00	\$ 71,118.00

Both Parties agree that upon completion of the initial 40 hrs of training and the pilot phase, the County may terminate this Contract and return all Sitecore software at no cost to the County. The County will compensate Contractor for all training and services. If the County proceeds with additional phases after the initial pilot phase, the County may purchase software as specified below. For the remaining phases, the County may review the performance of the Contractor upon the completion of each deliverable and determine whether to continue to the next phase with Contractor. If the County does not continue to the next phase, this shall not be considered a termination of the Contract as described in paragraph 1-4 herein.

The price for the annual renewal of the County's Upgrade Agreement is 15% of the retail price for the Sitecore Software. Five (5) years after the date of this License and on each five (5) year anniversary thereafter, if term extension is approved, Sitecore may adjust the price for the annual renewal of the County's Upgrade Agreement to 15% of the then current retail price for the Sitecore Software.

*Per Diem, when applicable, will only be charged for the actual hours the Contractor works on a County site per this Contract.

Software licensing				
Description	Qty.	Unit Cost		Total Cost
Sitecore SQL Edition Version 5 or greater	1	\$12,540.00		\$ 12,540.00
Sitecore Runtime Edition Version 5 or greater	2	\$ 2,695.00		\$ 5,390.00
Sitecore Developer Version 5 or greater	2	\$ 2,970.00		\$ 5,940.00
Sitecore Developer User	2	\$770.00		\$ 1,540.00
Content Manager User Package of 10	2	\$ 6,600.00		\$ 13,200.00
Content Manager User Package of 10	1	No Charge		No Charge
Newsletter	1	No Charge		No Charge
Staging	1	\$ 1,980.00		\$ 1,980.00
Lightweight Directory Access Protocol (LDAP)	1	\$ 1,271.00		\$ 1,271.00
Total				\$ 41,861.00
Annual Upgrade for the first year				\$ 7,475.40
Total Value				\$ 49,336.40

Future Services and Training Pricing

- B. The Parties shall agree to provide future assistance with development and training in accordance with the contract changes process:
1. Sitecore agrees to provide on-site training at King County offices at a rate of \$1,200 per day, plus per diem rates as established in King County Code (KCC) 3.24 for onsite training for up to 8 trainees at a time, through 2008.
 2. The Contractor shall agree to provide ongoing standard support at the rate specified in the contract (\$150/hr) to other County agencies through 2008.
 3. The Contractor agrees to provide services for future King County projects of at least 40 hours at the following rates for the following years.
 - 2006: \$120 per hour, up to 85% of King County per diem, with no US travel expenses
 - 2007: \$130 per hour, up to 85% of King County per diem, plus US travel expenses.
 - 2008: \$140 per hour, up to 100% of King County per diem, plus US travel expenses.

ATTACHMENT O- SOURCE CODE ESCROW AGREEMENT

SiteCore USA shall have a mutually agreed upon Source Code Escrow Agreement in place within the United States no later than ninety (90) Days from Contract execution in accordance with the letter agreement on this subject in place at Contract Execution. The Source Code Escrow Agreement shall be Attachment O, Source Code Escrow Agreement and incorporated into this Contract 32192.



**King County
Information and Telecommunications
Services Division**

700 Fifth Avenue, Suite 2300
Seattle, WA 98104-5002

(206) 296-0600
(206) 263-4834 FAX
1-800-833-6388 TDD

April 19, 2006

Mr. Rolf Kraus
Director, Business Development
Sitecore USA Inc
58 Mitchell Blvd
San Rafael, CA 94903

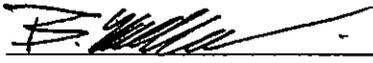
Dear Rolf:

King County understands that SiteCore USA is committing to have a Source Code Escrow Agreement in place in the United States within ninety (90) calendar Days of Contract execution. SiteCore USA agrees and understands that it will not invoice the County for software, but can invoice for training and services. County shall not make any payment to SiteCore USA for software until a mutually agreed upon Source Code Escrow Agreement is finalized and incorporated into Contract 32192 and Final Acceptance has been issued for the pilot project as defined in the Contract, but will make payments for training and services regardless of when the Source Code Escrow Agreement is finalized.

Sincerely,

Ken Dutcher
ADSS Manager

SITECORE USA:

Accepted By: 

Its: PRESIDENT

Date: 04-27-06

ATTACHMENT P- SOFTWARE UPGRADE AGREEMENT

1. Entire Agreement

This Upgrade Agreement, as an Attachment to Contract No. 321292, including Appendix A and all documents referenced herein, constitute the entire agreement between Contractor and County and supersede all proposals, oral and written, between the parties on this subject.

2. The Services

In consideration of the payments to be made to the Contractor, the Contractor agrees to provide the Software described in this Upgrade Agreement, including Appendix A or in any attachment hereto, with respect to the Software. The location(s) at which the Services shall be performed shall be as set forth in Appendix A.

3. The Upgrade Agreement

So long as the County is current in its Upgrade Agreement payments, The County is entitled to receive new versions of the Sitecore Software without having to make additional payments. Each new version is accompanied by release notes describing the general consequences of upgrading to the new version.

New versions of the Sitecore Software may change Software functionality. Such changes may occur for both specific implementations and in regard to integration with external systems. Upgrades may also change the user interface and minimum requirements with respect to hardware and Software requirements (e.g. the Internet Explorer version).

If the County holds the license to one or more module(s) of the Software (e.g. add-ons), Sitecore cannot guarantee that new versions of the Sitecore Software will synchronize with any or all of such modules.

The installation of any upgrade to the Sitecore Software may be performed by the County or the County's Sitecore Solution Partner at the County's expense and responsibility.

The Upgrade Agreement does not include any support or consultancy services.

An Upgrade Agreement may be purchased when the County purchases the Sitecore Software. The Upgrade Agreement may be renewed annually, subject to the Contract Changes clause at paragraph 1-2 of Contract 321292.

If and when the Upgrade Agreement has been cancelled, the County will no longer be entitled to receive new versions of the Sitecore Software without first making additional payments to Sitecore, such renewal shall be subject to the Contract Changes Clause at paragraph 1-2 of Contract 321292

4. Applicability to Software License Agreement

During the warranty period for the Licensed Software in Contract No. 321292 between Contractor and County pertaining to the Software described in Appendix A, all of the provisions of this Upgrade Agreement shall be applicable without additional charge to the County.

5. Service Responsibilities of the Contractor

(a) Upgrade Agreement: Contractor shall maintain the Software so that it operates in conformity with all descriptions and specifications herein and in the applicable Software License Agreement and Contract No. 321292 between the Contractor and the County, including specifications for the performance of all improved or modified versions of the Software which the County has been licensed to use.

7. Charges

(a) *Computation.* Charges shall be as stated in Attachment B, Price. These charges shall cover all Services provided under this Software Upgrade Agreement.

(b) *Price Protection.* As agreed to in Section 4, Scope of Work and Attachment B, Price.

9. Warranties

The warranty provisions of Contract No. 321292 shall apply.

10. Termination

The termination provisions of Contract No. 321292 shall apply to this Software Upgrade Agreement, except as noted.

(a) *Termination of Software License Agreement.* If either the Contractor of the Software or the County terminates the Software License Agreement for any reason provided therein, County shall have the right without penalty to terminate this Upgrade Agreement at the same time.

(b) *Rights and Obligations of the Parties on Termination.* In the event that this Upgrade Agreement is terminated as a result of the occurrence of a Force Majeure, or other cause except default by the Contractor, each party shall return to the other all data, materials, and other properties of the other party then in its possession, except that County may retain for a reasonable period such materials as may facilitate securing the services of another Contractor.

11. *Indemnification*

The indemnification provisions of Contract No. 321292 shall apply.

12. *Assignment*

The assignment provision of Contract No. 321292 shall apply.

13. *Miscellaneous*

(a) *Insurance.* Contractor shall maintain in effect at all times during the term hereof, insurance as described in Contract No. 321292 between King County and the Contractor.

(b) *Cumulation of Remedies.* All remedies available to either party for breach of this Upgrade Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

(c) *Severability.* Any invalidity, in whole or in part, of any provision of this Upgrade Agreement shall not affect the validity of any other of its provisions.

IN WITNESS WHEREOF, the parties have caused this Upgrade Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Upgrade Agreement duly authorized by all necessary and appropriate corporate action to execute this Upgrade Agreement.

CONTRACTOR:

By: 
Its: PRESIDENT

KING COUNTY:

By:  5/12/06
Its: Assistant Division Manager
Approved as to form only!
37  5/12/06

APPENDIX A to ATTACHMENT P

I. Description of Services.

(a) The Software included in the Upgrade Agreement by Contractor is identified in Attachment B.

(b) The price and Upgrade Software provided by the Contractor are identified in Attachment B.

(c) *Specifications* and Performance Standards of the Software must be consistent with Exhibit B attached to Contractor's proposal.

III. Location of Upgrade Software.

All Upgrade Software is available to County from the Sitecore Developer Network web portal for download while this contract is in effect.

ATTACHMENT Q - SOFTWARE LICENSING AGREEMENT

This Agreement made this 27TH day of APRIL, 2006, by and between Sitecore USA, Inc. (hereinafter "Contractor") organized under the laws of the State of Nevada and having its principal place of business at 58 Mitchell Blvd, San Rafael, California 94903 and Licensee, (hereinafter "County") with its principal place of business at 700 5th Avenue, Seattle, WA 98104.

TERMS AND CONDITIONS

1. Entire Agreement. This agreement, as an attachment to Contract No. 321292 together with the Exhibits referenced herein, constitutes the agreement between Contractor and the County.

2. License.

2.1. Upon payment in full of the license fee, Contractor hereby grants the County a nonexclusive, nontransferable, non-sub-licensable and perpetual license to use the Sitecore Software (hereinafter "Software") as described in Appendix A, and related documentation under each program element. The licensed Software shall include in its meaning, in addition to the description contained in Appendix A, any improvements, additions, or modifications of the version or versions of the Software which Contractor licensed to the County to use and materials related thereto and all materials, documentation and technical information provided to the County in written form and identified in Appendix A for use in connection with the Software.

2.2. The County may utilize the object code version of the Software as required by County on hardware owned or leased by the County.

2.3. The County may use and copy documentation pertaining to the Software as supplied by Contractor (hereinafter "Documentation") as required to exercise the license granted herein.

2.4. The County shall be permitted to make back up copies of the Software and Documentation in accord with the back up procedures followed by the County. The County may copy, reproduce, modify, adapt or translate the Documentation as it deems necessary provided that such copies are used in accord with the License granted herein and any such copies of the Documentation are utilized solely by County.

3. Delivery and Installation; Modification of Software and Source Code. Contractor shall deliver the Software at the time, place and order of delivery as described in Appendix A. Contractor shall notify the County that the program is ready for Acceptance testing no later than the date set forth in Appendix A.

Contractor shall improve, add to, or otherwise modify the software and the source code prior to or at the same time any modifications of the same are available to any of Contractor's customers.

4. Source Code. Attachment O, Source Code Escrow Agreement provisions of Contract No. 321292 shall be applicable to the source code of this License Agreement.

5. Payment. The payment provisions of Contract No. 321292 shall be applicable to the payment of this License Agreement as referenced in Attachment B, Price, and paragraph 2-3 of Contract No. 321292.

6. Improvements and Other Modifications.

6.1 Improvements in the Software, including any additions or modifications made by the Contractor to or in the software at any time after acceptance testing, which improve the efficiency and effectiveness of the basic program functions and which do not change the agreed upon functions, shall be furnished to the County at no charge.

6.2 If, after acceptance testing, the Contractor shall develop improvements or changes to the Software which change the basic program functions or add new program functions, the County shall have the right to obtain such program changes upon payment as follows: a) Contractor's standard prices then in effect for installing such changes, or b) the difference between the then current price of the Software including such changes and the applicable fees and charges for the Software reflected herein. The warranties in this Software License Agreement shall apply to any improvements or changes to the Software obtained by the County after acceptance testing.

7. Termination. The termination provisions of Contract No. 321292 shall be applicable to the termination of this License Agreement.

8. Warranties. The warranty provisions of Contract No. 321292 shall be applicable to the warranty of this License Agreement.

9. Limitation of Liability The Limitation of Liability provisions of Contract No. 321292 shall be applicable to the Limitation of Liability of this License Agreement.

10. Miscellaneous.

10.1 The terms and conditions of Contract No. 321292 shall have precedence and control over any term and condition of this Software License Agreement which may be in conflict with Contract No. 321292. To the extent that this License Agreement is silent with respect to terms and conditions in Contract No. 321292, the terms and conditions in Contract No. 321292 shall control.

10.2 Severability. Any invalidity, in whole or in part, of any provision of this License Agreement shall not affect the validity of any other of its provisions.

IN WITNESS WHEREOF, the parties have caused this Software License Agreement to be executed and do each hereby warrant and represent that their respective signatory who signature appears below has been and is on the date of this Software License Agreement duly authorized by all necessary and appropriate corporate action to execute this Software License Agreement.

CONTRACTOR:

By: [Signature]

Its PRESIDENT

Date: 04-27-06

COUNTY

By: [Signature] 5/12/06

Its: Assistant Division Manager

Date: 5/12/06

Approved as to form only:
[Signature] 5/12/06

APPENDIX A to ATTACHMENT Q

I. Description of Software.

- (a) The Software included in the Software License Agreement by Contractor is identified in Attachment B and Exhibit B.
- (b) The prices for the Software are identified in Attachment B.
- (c) Specifications and Performance Standards of the Software must be consistent with Exhibit B attached to Contractor's proposal.

II. Delivery of Software.

The software shall be delivered to King County, Information & Telecommunications Services Division, Seattle Municipal Tower, 700 5th Avenue, 59th Floor, Seattle, WA 98104.

ATTACHMENT R - NON-DISCLOSURE AGREEMENT

Contractor hereby enters into this Non-Disclosure Agreement in consideration of compensation received from King County pursuant to Contract No. 321292.

- I. In order to perform the contractual duties for King County, Contractor may need to receive certain proprietary software products, documentation and source codes, the rights to which are either owned by King County or are the subject of a license agreement between King County and the owner (hereinafter referred to as "proprietary information"). Contractor therefore agrees to the following:
 - A. Contractor shall not copy any proprietary information unless expressly authorized by King County.
 - B. Contractor shall not convey or disclose any proprietary information to any other person or entity unless expressly authorized by King County.
 - C. Contractor shall not use, copy, convey or disclose proprietary information except in the course of performing contractual duties for King County.
 - D. Contractor shall take all reasonable steps to prevent unauthorized use or disclosure of proprietary information.
 - E. Upon demand made at any time by King County and upon any termination of this contract, Contractor shall immediately return to King County all proprietary information and any copies thereof.
 - F. The following documents are subject to one or more exemptions under the State of Washington Public Disclosure Act, RCW 42.17.310(1), and therefore, are considered to be proprietary and covered by this non-disclosure agreement:
 - Documents that contain, or are stamped with, the following text:

"DO NOT COPY, FORWARD OR RELEASE THIS DOCUMENT WITHOUT WRITTEN PERMISSION FROM KING COUNTY AS IT CONTAINS INFORMATION THAT IS CONFIDENTIAL, PROPRIETARY OR EXEMPT UNDER THE STATE PUBLIC DISCLOSURE LAWS."

- II. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- III. This Agreement shall be binding upon the parties, their successors and assigns. Neither party shall assign this Agreement without the other party's written consent.
- IV. The terms of this Agreement shall survive any termination of the contract with King County.
- V. Contractor may disclose, publish, disseminate, and use Information that is:
 - 1) already in its possession without obligation of confidentiality; or
 - 2) developed independently; or
 - 3) obtained from a source other than King County without an obligation of confidentiality or an exemption to the Public Disclosure laws; or
 - 4) publicly available when received, or subsequently becomes publicly available through no fault of the Contractor; or
 - 5) disclosed by King County to another without an obligation of confidentiality or an exemption to the Public Disclosure laws.

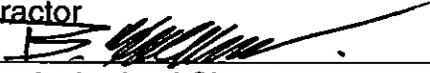
Contractor may use in its business activities the ideas, concepts and know-how contained in King County's Information which are retained in the memories of Contractor's employees who have had access to the Information under this Agreement.

- VI. Information disclosed under this Agreement will be subject to this Non-Disclosure Agreement for two years following the termination or expiration date of Contract No. 321292 except the following types of information which shall never be disclosed:
 - 1. King County personnel data such as social security numbers, home telephone numbers and home addresses
 - 2. Security vulnerability assessment information
 - 3. Documents containing IP addresses
 - 4. Detailed network diagrams containing topology and physical locations

VII. Any modification or amendment of this Agreement shall be in writing and executed by duly authorized representatives of the parties.

AGREED TO:

Contractor

By: 
Authorized Signature

Print Name: BJARNE K. HANSEN

Date: 04-27-06

Contractor Office Address:
58 Mitchell Blvd, San Rafael
California 94903

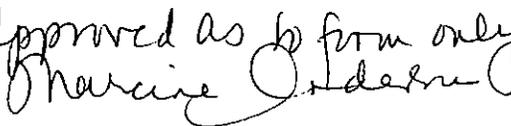
AGREED TO:

King County

By: 
Authorized Signature

Print Name: Gary Lemanager
Assistant Division manager

Date: 5/12/06

Approved as to form only:
 5/12/06

ATTACHMENT S - SOFTWARE SUPPORT AGREEMENT

1. Entire Agreement

This Support Agreement, as an Attachment to Contract No. 321292, including Appendix A and all documents referenced herein, constitute the entire agreement between Contractor and County and supersede all proposals, oral and written, between the parties on this subject.

2. The Services

In consideration of the payments to be made to the Contractor, the Contractor agrees to provide the Services described in this Support Agreement, including Appendix A or in any attachment hereto, with respect to the Software. The location(s) at which the Services shall be performed shall be as set forth in Appendix A.

3. The Support Agreement

A Support Agreement may be purchased when the County purchases the Sitecore Software. The Support Agreement may be renewed annually, subject to the Contract Changes clause at paragraph 1-2 of Contract 321292.

If and when the Support Agreement has been cancelled, the County will no longer be entitled to Support from Contractor as defined by this Agreement; such renewal shall be subject to the Contract Changes Clause at paragraph 1-2 of Contract 321292

5. Service Responsibilities of the Contractor

(a) *Standard and Emergency Support Services:* In the event that County detects any Error, defect or nonconformity in the software, the County may contact Contractor using the contact information for developed software provided Contract No. 321292. King County may choose to use emergency support services or standard support services as described in section 4-7. The Contractor agrees to respond to Emergency support requests within one hour of initial contact, and to standard support requests within eight business hours. Once the contractor has received a description of the problem and any available output resulting from the error, the contractor will provide an estimate of the effort required to address the error. If the contractor cannot address the issue within five (5) working days for a non-critical error, or one (1) day for critical errors, the contractor will propose a workaround. Payment for these services, when applicable will be consistent with Attachment B – Price.

(b) Response Time and Progressive Support Procedure: In the event that County detects any Error, defect or nonconformity in the Software, Contractor shall furnish complete off-site telephone support, in the form of consultations, assistance and advice on the use and support of the Software, within four (4) hours of County's request.

In the event that such problem in the Software is not corrected within twenty-four (24) hours of the initiation of such off-site telephone support, County shall submit to Contractor a listing of the output and all such other data which Contractor reasonably may request in order to reproduce operating conditions similar to those present when the Error, defect or nonconformity was discovered.

In the event that such problem is not corrected within five (5) working days after Contractor receives from County a listing of output and other data, Contractor shall instruct the County to provide the necessary files to enable the Contractor to recreate the Software environment at the time the problem was encountered. Contractor shall within the next twenty-four (24) hours notify the County with a correction or the Contractor shall provide a temporary workaround procedure and shall demonstrate to County the good faith and diligent initiation and prosecution of corrective measures for all such problems involving the Software within five (5) hours of the commencement of such corrective Services.

In the event it is determined that the problem was due to County Error in the use of the Software, as opposed to an Error, defect or nonconformity in the Software itself, County shall pay Contractor Contractor's standard commercial time and materials rates for all off site or on-site Service provided plus Contractor's actual travel and per diem expenses, provided that this paragraph shall only be applicable if Contractor makes an on-site repair visit to a King County location.

6. Responsibilities of the County

(a) The County shall notify the Contractor immediately following the discovery of any Error or nonconformity in the Software, unless such Error defect or nonconformity is discovered after 5:00 p m. on a business day. In that case, the County shall notify the Contractor by 10:00 a.m. on the following business day. In the event that an Error, defect or nonconformity is discovered between 5:00 p.m. Friday and 9:00 a.m. Monday, the County shall notify the Contractor of the Error, defect or nonconformity by 10:00 a.m. on the Monday morning immediately following the weekend during which the Error, defect or nonconformity was discovered. The period within which Contractor

is obligated herein to provide telephonic off-site support shall not commence until such time as the Contractor receives the County's notification of the Error, defect or nonconformity.

- (b) The County, upon detection of any Error, defect or nonconformity in the Software shall, if requested to do so by the Contractor under Section 5(b) submit to the Contractor a listing of output and any such other data which Contractor reasonably may request in order to reproduce operating conditions similar to those present when the Error occurred or the defect or nonconformity was discovered, as the case may be.

7. Charges

- (a) *Computation.* Charges shall be as stated in Attachment B, Price. These charges shall cover all Services provided under this Software Support Agreement.
- (b) *Price Protection.* As agreed to in Section 4, Scope of Work and Attachment B, Price.

Support

9. Warranties

The warranty provisions of Contract No. 321292 shall apply.

10. Termination

The termination provisions of Contract No. 321292 shall apply to this Software Support Agreement, except as noted.

- (a) *Termination of Software License Agreement.* If either the Contractor of the Software or the County terminates the Software License Agreement for any reason provided therein, County shall have the right without penalty to terminate this Support Agreement at the same time.
- (b) *Rights and Obligations of the Parties on Termination.* In the event that this Support Agreement is terminated as a result of the occurrence of a Force Majeure, or other cause except default by the Contractor, each party shall return to the other all data, materials, and other properties of the other party then in its possession, except that County may retain for a reasonable period such materials as may facilitate securing the services of another Contractor.

11. Indemnification

The indemnification provisions of Contract No. 321292 shall apply.

12. *Assignment*

The assignment provision of Contract No. 321292 shall apply.

13. *Miscellaneous*

(a) *Insurance.* Contractor shall maintain in effect at all times during the term hereof, insurance as described in Contract No. 321292 between King County and the Contractor.

(b) *Cumulation of Remedies.* All remedies available to either party for breach of this Support Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

(c) *Severability.* Any invalidity, in whole or in part, of any provision of this Support Agreement shall not affect the validity of any other of its provisions.

IN WITNESS WHEREOF, the parties have caused this Support Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Support Agreement duly authorized by all necessary and appropriate corporate action to execute this Support Agreement.

CONTRACTOR:

KING COUNTY:

By: [Signature]

By: [Signature] 5/12/06

Its: PRESIDENT

Its: Assistant Division Manager

Approved as to form only:
[Signature] 5/12/06